

**PARTICIPANT AGREEMENT, RELEASE OF LIABILITY, ASSUMPTION OF RISK,
AND IMAGE RELEASE**

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In exchange for participation in the Block Runners run club activity organized by Seed Brklyn LLC, of 1217 Bedford Ave, Brooklyn, New York, 11216 and/or use of the property, facilities, and services of Seed Brklyn LLC, I agree to the following:

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Seed Brklyn LLC, or the employees, representatives, or agents of Seed Brklyn LLC.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with running and I assume full responsibility for personal physical injury such as cuts, bruises or more serious injuries or death, or emotional injury to myself or others and to property damage of mine or third parties and I agree to further release and discharge Seed Brklyn LLC for any and all such injury, loss or damage arising out of my participation in the event or use of or presence upon the facilities of Seed Brklyn LLC, whether caused by the fault of myself, Seed Brklyn LLC or other third parties. In the event I am injured, I acknowledge that I may require medical assistance at my own expense. I expressly agree and promise to accept and assume all of the risks existing in these activities. My participation is purely voluntary, and I elect to participate in spite of the risks.

3. RELEASE AND INDEMNIFICATION. I agree to release, forever discharge, and agree to indemnify, hold harmless, and defend Seed Brklyn LLC and its members, officers, and employees against all claims, causes of action, damages, judgments, costs or expenses, including attorney's fees and other litigation costs, which may in any way arise from my participation in the event, or use of or presence upon the facilities of Seed Brklyn LLC, **including any such claims which may allege negligent acts or omissions of Seed Brklyn LLC.** Should Seed Brklyn LLC be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold Seed Brklyn LLC harmless for all such fees and costs.

4. FEES. I agree to pay for all damages to the facilities of Seed Brklyn LLC caused by any negligent, reckless, or willful actions by me. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself.

5. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under New York law without regard to any conflicts of law principles, and any disputes arising out of this agreement or my participation in the event must be brought solely in the federal or state courts located in the State of New York, County of Kings.

6. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Seed Brklyn LLC has offered to refund any participation fees I have paid if I choose not to sign this Agreement.

7. ARM'S LENGTH AGREEMENT. This agreement and each of its terms are the product of an arm's-length negotiation between me and Seed Brklyn LLC. In the event any ambiguity is found to exist in the interpretation of this agreement, or any of its provisions, the parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. ENFORCEABILITY. The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this agreement. This agreement is binding upon the parties' heirs, executors, administrators, successors and assigns.

9. CONSENT TO PHOTOGRAPHY/VIDEO. I acknowledge that Seed Brklyn LLC (either directly or through its agents) may be photographing and videotaping the run club activities on or off the premises. I grant Seed Brklyn LLC the right (but not the obligation) to photograph and videotape me and to use my name, face, likeness, voice, and appearance in connection with exhibitions, publicity, advertising, and promotional activities of Seed Brklyn LLC without reservation or limitation or compensation due to me.

EMERGENCY CONTACT. In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

ACCEPTED AND AGREED:

Signature: _____

Name: _____

Date: _____

Address: _____

Telephone: _____

Date of Birth: _____

Email: _____

Consent of Parent or Guardian

[To be signed if the person signing the attached release is under the age of 18]

I acknowledge that I have read the foregoing agreement and release and am familiar with each and all of the terms, covenants and conditions contained therein, I am satisfied that said agreement and release is fair and equitable, and I hereby give my express consent to the execution thereof and to the minor's participation in the activities and will not revoke my consent thereto at any time hereafter.

Parent or Guardian

Name: _____

Date: _____

Relationship to Minor: _____

FOR SEED BRKLYN ADMIN ONLY:

Type of photo identification supplied: _____ (Driver's license, ID card, passport)

State of Issuer: